

## **The complaint**

Mr A complains that Aviva Insurance Limited declined his travel insurance claim.

## **What happened**

Mr A has travel insurance through his bank account, the insurer is Aviva. He missed his flight to a European country due to his train delay. He claimed on the policy for the costs of rearranging his travel.

Mr A told Aviva that his train departed at 11.42am and had been due to arrive at the airport at 12.08pm, which would have given him one hour and 12 minutes before his flight departed at 13.20pm. But the train was delayed by 35 minutes so he arrived at the airport at about 12.43pm, 37 minutes before the flight departed. When he got to the security checks the airport staff denied him entry as the boarding gate, which closed 30 minutes before the scheduled departure time, had closed.

Aviva declined the claim. The policy excluded claims where Mr A hadn't allowed enough time to get to the departure point for the time shown on his travel itinerary. Aviva said the airport recommends travellers arrive two hours before flight departure, to allow for queuing and delays, so Mr A's travel plans hadn't allowed enough time.

Mr A complained to us. In summary he said Aviva's decision was unfair because:

- The two hour requirement to be at the airport isn't mentioned in the policy document.
- Anyway the two hour requirement didn't apply to him as he had no bags to check-in and he had fast-track security which reduced the time in which he could reach the boarding gate.
- His travel plans would have given him enough time. If the train hadn't been delayed he would have arrived in sufficient time according to his airline's guidelines which said the boarding gate closed 30 minutes before departure.
- The delayed train was beyond his control.

Mr A wants Aviva to pay his claim and £1,000 he said he'd paid for legal advice about making his complaint.

Our Investigator said Aviva had fairly declined the claim.

Mr A disagrees and wants an Ombudsman's decision. He provided screenshots of information including from the airport's website and his airline's website about timings. He said the airport's website referred travellers to their airlines' guidance and his said he needed to give 'enough time', which he had.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and

reasonable in the circumstances of this complaint.

The relevant regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably.

The policy provides cover for missed transport if Mr A misses pre-booked transport because of an unexpected transport delay. But there's an exclusion to the cover that says Aviva won't pay:

*"Any claim where the insured person hasn't allowed enough time, or done everything they reasonably can, to get to their departure point for the time shown on their itinerary".*

The exclusion is in the policy 'general exclusions' and also set out in the table of significant exclusions for missed transport, so the exclusion is clear in the policy documents. I need to consider if Aviva reasonably used the exclusion to decline Mr A's claim.

When I consider complaints about missed flights I look at the relevant airport's recommendation for arrival time. The airport Mr A was travelling from says on its website:

*"Check your ticket or contact your airline for specific advice on checking-in times. The following times serve as a general guide and generally we recommend you arrive **at least two hours** (my emphasis) before your flight to allow plenty of time...  
European flights: check-in (opens) three hours before your scheduled departure".*

This is the two hour timeframe Aviva referred to in its final response letter to Mr A. Its earlier letter referred to the timeframe being a requirement of one specific airline, which wasn't Mr A's airline, but Aviva clarified that the timeframe was recommended by the airport.

Mr A has set out why he thinks the airport's recommended time for arrival doesn't apply to his travel arrangements. If his train hadn't been delayed he was due to arrive at the airport one hour and 12 minutes before his flight's scheduled departure. He thought that was enough time given he had no baggage to check-in and he could fast-track through security.

The airport's website says travellers should check with their airline for specific check-in times. I can't see that the website of the airline Mr A was due to travel with recommended an arrival time at the airport. It gives a breakdown of timings for Mr A's destination - 'bag drop' opens three hours before departure, closes 40 minutes before departure and gates close 30 minutes before departure. I note Mr A says he's a frequent traveller on the route. It may well be that he's been able to catch previous flights by arriving at the airport around one hour and 12 minutes before his flight departure time.

But that doesn't mean Aviva was unreasonable to use the exclusion to decline the claim. I think Aviva fairly relied on the airport's recommendation that a traveller should generally arrive at the airport *"at least two hours before your flight"* as the benchmark for what is enough time.

I understand Mr A had no control over his train being delayed. But even if his travel plans had worked out he only had one hour and 12 minutes between arrival at the airport and the flight departure, considerably less than the airport's recommended minimum of two hours. Mr A hadn't allowed enough time to get to his point of departure so even the small delay of about half an hour meant he was too late to board his flight.

Overall, I'm satisfied that Aviva reasonably declined the claim. There's no basis for me to say Aviva should pay Mr A's claim or compensation for his legal fees.

**My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 17 June 2025.

Nicola Sisk  
**Ombudsman**